

# Passaic County Technical Institute

45 Reinhardt Road, Wayne, N.J. 07470

Telephone: (973) 790-6000

Fax: (973) 790-6018

**DOCKET FILE COPY ORIGINAL**

APR 22 2008

**Diana C. Lobosco**

*Chief School Administrator*

**Albert Pecora**

*Assistant Superintendent*

April 15, 2008

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

**CC: 02-6**

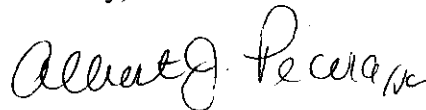
Dear Ms. Dortch:

The purpose of the following document is to appeal the USAC's decision to deny our appeal for funding request number 1515839. It seems unreasonable that Passaic County Technical Institute be denied the discount they are entitled to simply because we followed the directives of the USAC. I have enclosed all the documentation for what logically seems to be a very simple issue, yet has resulted in the frustration and disappointment of all involved.

Please review our claim that it is unfair to deny an entitlement to an urban district of 3000 students due to misdirection provided by the agency administering the entitlement. At no time did PCTI fail to cooperate or follow directions in any manner.

Thank you, in advance for your consideration in this matter. If there are any questions or further information needed. Please feel free to contact me.

Sincerely,



Albert J. Pecora  
Assistant Superintendent

AJP/vg  
enclosure

No. of Copies rec'd. **0+1**  
LIST ABOVE



## Passaic County Technical Institute

45 Reinhardt Road, Wayne, N.J. 07470

Telephone: 973-389-4201

Fax: 973-790-6018

**Diana C. Lobosco**  
Chief School Administrator

Received & Filed

APR 22 2008

FCC Mail Room

October 20, 2007

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
100 S. Jefferson Rd  
P.O. Box 902  
Whippany, NJ 07981

To Whom It May Concern,

The following correspondence is an appeal to the Funding Commitment Letter referenced below:

**Re: Passaic Co Voc-Tech High School**  
**Form 471 Application # 549191**  
**Funding Year 3: 07/01/2007 - 06/30/2008**  
**Funding Request # 1515839**

**Spin :143013604**  
**Service Provider :Optimum LightPath**  
**Contract # 47041**  
**Billed Entity #7555**

The funding commitment decision letter referenced above disallows a discount to basic internet service in an urban district which relies heavily on discounted rates to provide students with access to numerous educational resources. It is my position that this denial is a direct result of adhering to the requests of the SLC's Program Integrity Reviewer; Son Luu. The reason for denial stated it was due to the contract being signed after the date of the 471. This only makes sense because Mr. Luu contacted us after receiving the 471 and informed us that this 471 could not be processed without a signed contract. We specifically asked if we should simply fill out a new 471 and we were informed that we should merely provide a signed contract. If we not been consistent with all the statutory, regulatory and procedural requirements of this Form 471 application it is due to the requests that were made by the USAC. The intent of this legislation is to provide schools with funding to level the playing field. Denying our request based on the above circumstances would be inconsistent with the intent of the law.

I would like to reiterate that there was ample time to tell us to generate a new 471 when a contract was signed. By conforming with your request to supply a contract as an addition to the already open 471, the subsequent denial runs the risk of our district not being able to supply access for the students that this legislation was most intended for. I have enclosed a copy of the contract for your review. I am confident you will find it to be in compliance with all requirements. It is my hope that this issue can be resolved expeditiously in order that we can go about the business of leveling the playing field for our most deserving students.

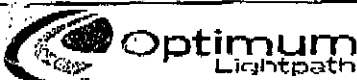
I trust that the information provided will be adequate to resolve this issue. If there are any questions or further information needed, please feel free to contact me

Contact Name: Al Pecora  
Phone: 973-389-4209  
E-Mail: al@pcti.tec.nj.us  
Fax 973-389-2044

Sincerely,

A handwritten signature in black ink, appearing to read "Diana C. Lobosco", with a long horizontal flourish extending to the right.

Diana C. Lobosco  
Chief School Administrator



## Service Agreement

Date- February 21, 2007

### Customer Information

Customer Status- New Customer Order Type- New Services (New Customer) Acct# 47041

Customer Name- Passaic County Vocational School District

Service Address- 45 Reinhardt Rd. Wayne NJ 07470  
Street Address Suite City State Zip Code

Service Location Type- New Build Demarc Location- C Wing - 2nd Fl. Library Server Rm

Customer Installation Contact Name- Roberto Rubino Installation Contact Phone- (973) 389-4137

Billing Address- 45 Reinhardt Rd. Wayne NJ 07470  
Street Address Suite City State Zip Code

Billing Contact Name- Rich Giglio Contact Phone- (973) 389-4218

Contact Email- rgiglio@pcv.tec.nj.us Alternate Phone- rob@pcv.tec.nj.us

Lightpath Contact- Dan Zino Lightpath Phone- (201) 644-9117

### Optimum Lightpath Services

The above customer agrees to the ordering of the following Optimum Lightpath Services:

		Individual Monthly Recurring Charge	Qty	Total Monthly Recurring Charge	Non Recurring Charge
1	Internet/Voice Bundle- 20 Mbps/ 100K MOU	\$3,900.00	1	\$3,900.00	\$0.00
2	Caller ID w/ Name (ISDN PRI)	\$40.00	1	\$40.00	\$0.00
3	DID Numbers 100 Block	\$14.60	1	\$14.60	\$0.00
4	DID Numbers 100 Block	\$14.60	1	\$14.60	\$0.00
5	DID Numbers- 20 Block	\$2.92	4	\$11.68	\$0.00
6	ISDN PRI Handoff (Voice Bundle)	\$0.00	1	\$0.00	\$0.00
7		\$0.00	0	\$0.00	\$0.00
8		\$0.00	0	\$0.00	\$0.00
9		\$0.00	0	\$0.00	\$0.00
10		\$0.00	0	\$0.00	\$0.00

Local, Regional & Long Distance Calling Services Provided by Optimum Lightpath

Agreement Term- 3 Year Term

Total Monthly Recurring Charge- \$3,980.88

Total One Time Installation Charge- All Services- \$0.00

For Office Use Only

07M-LITBLOG1 ☐ VP-DISC-PR/LL ☐

07M-LITBLOGV ☐ ☐

### Remarks

Install Waived. Customer will provide their own Router. Service to begin July 1, 2007 and end

June 30, 2010

### Terms and Conditions

Customer acknowledges receipt of and agrees to be bound by the Optimum Lightpath Terms and Conditions as set forth and amended from time to time at optimumlightpath.com. Customer will be responsible for the rates listed on the Sales Agreement form and all applicable local state and federal taxes, charges and assessments along with any other applicable charges.

Agreed by:  
Customer  
Authorized Signature- Mae Remer

Cablevision Lightpath, Inc.  
Authorized Signature- Michael P. O'Neil

Print Name- Mae Remer Board Secretary  
Date- 3/01/07

Print Name- Michael P. O'Neil  
Date- 3/2/07

11/2/07

## ACCESS AGREEMENT

AGREEMENT made this 7th day of March, 2007 between Passaic County Vocation Schools having its principal office at 45 Reinhardt Rd., Wayne, NJ 07470, hereinafter referred to as the "Owner/Manager", Cablevision of Oakland, LLC ("Cablevision") with offices at 1111 Stewart Avenue, Bethpage, NY 11714 and Cablevision Lightpath, Inc. ("Lightpath") with offices at 200 Jericho Quadrangle, Jericho, NY 11753 (hereinafter collectively referred to as the "Company") to install broadband communications and other telecommunications services and systems ("Services") (including but not limited to a business telephony system) for the purpose of providing Services to the occupants of the building located at 45 Reinhardt Rd., NJ 07512. (hereinafter referred to as the "Premises").

1. It is agreed that the Company will have the right to offer the Services to persons occupying the Premises. The Company shall have the right to place, maintain, affix, and attach cables, wires, molding, cabinets, racks, switches, routers and other electronic equipment and appurtenant devices (hereinafter "Equipment") through, in or on the Premises in accordance with all applicable federal, state and local laws, rules and regulations. The related companies of Cablevision and Lightpath, from time to time, shall have the benefit of this Agreement. Owner/Manager represents and warrants that it owns the Premises and has all rights and interests in and to the Premises, as may be necessary to grant the Company the rights of the Company contained herein and to perform the obligations of Owner/Manager contained herein.
2. The Company may also enter and exit through the Premises with all Equipment necessary to provide the Services to the Premises and other buildings in the area. Owner/Manager will provide the Company with reasonable access for the purpose of installation, maintenance, or removal of the Equipment located in, on or at the Premises. Such access right shall include, without limitation, the right to connect, disconnect, and change Service; to install and remove Equipment; and as necessary, to repair, upgrade, relocate or replace Equipment. All such repair, maintenance, upgrade, relocation, or replacement shall be the responsibility of the Company. Owner/Manager shall also provide Company with emergency access on an "as needed basis" on the same basis that it provides such access to power, gas, and incumbent telecommunication service providers. Owner/Manager shall not cancel access to a building location unless the Company, its employees, agents or servants are in default in performing its duties hereunder and have failed to cure such default after reasonable notice from Owner/Manager. In all events, no such right to cancel shall exist unless sixty (60) days prior written notice is given by Owner/Manager to the Company.
3. The Owner/Manager agrees that the Company shall have the right to install all Equipment necessary to make the Services available at the Premises. The Company may install Equipment necessary to provide the Services in particular units at the request of individual occupants thereof. If additional costs are incurred, such costs shall be borne by the Company, the occupant, or a combination thereof, as required. Owner/Manager shall take reasonable precautions to notify its contractors, agents, and employees of the location of the Equipment. Owner/Manager will promptly repair or cause to be repaired to the reasonable satisfaction of the Company any damage to the Equipment caused by Owner/Manager.
4. The Company further agrees that, as between the Owner/Manager and the Company, all costs in connection with the installation, operation, or removal of the Equipment shall be borne entirely by the Company.

5. Owner/Manager shall provide the Company with electric within an area agreed to by the Owner/Manager and the Company where the Equipment may be installed, maintained and secured. Owner/Manager shall allow the Company access to this space to activate and maintain customers as well as allow the Company access to all building risers, conduits and horizontal raceways in order to expedite installation of Service. Where such facilities do not exist, Owner/Manager shall give the Company permission to install such facilities at a mutually agreeable location within the Premises. All design drawings will be provided for Owner/Manager's information.
6. Each of Cablevision and Lightpath agrees to indemnify and hold harmless the Owner/Manager of said Premises for any damage caused by it in the installation, operation, or removal of its Equipment.
7. All Equipment installed or supplied by the Company pursuant to this Agreement or in connection therewith, as between the Company and the Owner/Manager, shall remain the property of the Company, and nothing herein shall be deemed to create any property interest in the Equipment to the Owner/Manager or any other person. Upon termination of this Agreement, the Company shall have the option to remove the Equipment, render it inoperable or leave any or all of it in place. Such Equipment may not be utilized by any third party without the express written consent of the Company in its sole discretion.
8. The parties hereto agree that this Agreement shall remain in full force and effect for a period of three ( 3 ) years, commencing on April 1<sup>st</sup>, 2007, and terminating on March 31<sup>st</sup>, 2010.
9. It is agreed that no rent, fee or other consideration is required to be paid to the Owner/Manager for any of the rights granted to the Company hereunder.
10. Terms, covenants, and conditions specified in this Agreement shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their legal representatives, successors, and assigns respectively.
11. This Agreement represents the full understanding of the parties and cannot be modified or amended orally.
12. The signatories hereto represent that they have the legal right, power and authority to enter into this Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.
13. Notices and correspondence (a "Notice") relating to this Agreement shall be sent by certified mail – return receipt requested or by a reliable overnight courier, with courier receipt, to the address set forth below. A Notice shall be effective only upon actual receipt or upon the date of refusal of delivery.

If to Owner/Manager:

To the address first above written

If to Company

Cablevision Lightpath, Inc.  
200 Jericho Quadrangle  
Jericho, New York 11753  
Attention: Suzanne Ryan; and

Cablevision of Oakland, LLC  
1111 Stewart Avenue  
Bethpage, NY 11714-3581  
Attention: Real Estate Department

With a Copy to:  
Cablevision of Oakland, LLC  
1111 Stewart Avenue  
Bethpage, NY 11714-3581  
Attention: Legal Department

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date set forth above.

COMPANY

Cablevision of Oakland, LLC

By: 

Name/Title: Kevin S. Potente, VP  
Commercial Services

Date: 3/22/07

OWNER/MANAGER

By: 

Name/Title: Richard Giglio  
Business Administrator

Date: 3/13/07

COMPANY

Cablevision Lightpath, Inc.

By: 

Name/Title: BRIAN FABIANO - SVP  
NETWORK SERVICES

Date: 3/21/07

FEB 0 5 2008

Diana C. Lobosco  
Passaic County Technical Institute  
45 Reinhardt Road  
Wayne, NJ 07470

Billed Entity Number: 122859  
Form 471 Application Number: 549191  
Form 486 Application Number:

RECEIVED

FEB 6 2008

BUSINESS OFFICE





Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2007-2008**

January 31, 2008

Diana C. Lobosco  
Passaic County Technical Institute  
45 Reinhardt Road  
Wayne, NJ 07470

Re: Applicant Name: PASSAIC CO VOCATIONAL SCHOOL  
Billed Entity Number: 122859  
Form 471 Application Number: 549191  
Funding Request Number(s): 1515839  
Your Correspondence Dated: October 20, 2007

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2007 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1515839  
Decision on Appeal: **Denied**  
Explanation:

- Upon thorough review of the appeal letter and relevant documents, USAC has determined that, at the time Passaic County Vocational School (PCVS) submitted the Form 471 application, PCVS did not have a signed contract in place with the service provider. This Form 471's certification was postmarked January 12, 2007. FCC Rules state that a contract must be signed and dated on or after the Allowable Contract Date as calculated by the Form 470 posting date, but prior to the submission of the Form 471. On August 9, 2007, PCVS was notified that the FRN will be denied. In the August 9, 2007 response, PCVS failed to provide any supporting alternative information as requested. PCVS failed to provide evidence that USAC has erred in its decision.

USAC has determined that, at the time you submitted your FCC Form 471 application, you did not have a contract with your service provider, which meets your state and local or the FCC's definition of a contract. Additionally, the services you requested are not tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." See 47 C.F.R. sec. 54.504(c). In your appeal, you did not demonstrate that USAC's decision was incorrect. As USAC does not have authority to waive the FCC rules of the program, your appeal is denied.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



Universal Service Administrative Company

*Helping Keep Americans Connected*

## **Schools & Libraries – Contracts**

### **When do I need a contract?**

A contract is needed for Internal Connections (e.g., equipment, cabling, etc.) and for Basic Maintenance. Some Priority One services are also provided under a contract (e.g., specialized private line services, VANS, Frame Relay, ATM, etc.) However, program rules do not specifically require contracts for tariffed or month to month services (e.g., telephone, Internet, broadband, etc.), but if you have a contract they are considered contracted services.

### **When can I sign and execute the contract?**

You **must** wait at least 28 days after the Form 470 is **posted** on the USAC website and the RFP is available, whichever is later, before selecting the vendor and signing and dating the contract.

### **What are USAC program requirements?**

The applicant **must sign and date** the contract prior to certifying the Form 471. The service provider signature and date are not a program requirement. The contract must not be signed and dated by the applicant prior to the 28-day posting period. In addition, the contract must comply with all local and state contract laws. Verbal agreements and quotes are not acceptable. Note: Many applicants purchase from State Master Contracts. Program requirements are quite different, so please refer to our website for details.

### **How do I post for a multi-year contract?**

Indicate on your Form 470 Item 7b and your RFP that you are seeking a multi-year contract. As a best practice, you might indicate the term you are seeking (e.g., "seeking a 3-5 year contract"). Once you have signed the multi-year contract, you can cite the original Form 470 in subsequent funding requests. If the contract was signed on or before July 10, 1997, refer to our website for additional instructions.

### **Can I extend my existing contract?**

You cannot extend your contract beyond the contract expiration date unless you indicated on your original Form 470 Item 7b and in your RFP you were seeking voluntary contract extensions, and the contract reflects this option. However, you can extend a contract if you need more time for the delivery and installation of non-recurring services if the extension is allowed under the terms of the contract. New eligible services, equipment or entities cannot be added to the contract during the extension period.

### **What if I can't complete the project by the September 30 deadline?**

If you have non-recurring services, and meet certain conditions, you may request and be granted an extension to allow for delivery and installation without rebidding the contract, if the contract provisions allow. New eligible services, equipment or entities cannot be added to the contract during the extension period. You must then advise USAC of the extension by filing a Form 500 to change the contract expiration date originally reported in the Form 471, Block 5 funding request.

**For additional information, please use the USAC resources listed below:**

**Contract Guidance:** <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>

**Service Extensions:** <http://www.usac.org/sl/applicants/step11/service-deadlines-extension-requests.aspx>